

REMARKS

The Applicants have now had an opportunity to carefully consider the comments set forth in the Office Action mailed May 25, 2006. The allowance of claims 11-17 and the recognition of allowable subject matter in claims 2, 19 and 20 are noted with appreciation. Nevertheless, reexamination and reconsideration of the application are respectfully requested.

The Office Action

In the Office Action mailed May 25, 2006:

claims 11-17 were allowed;

claims 2, 19 and 20 were found to be allowable if rewritten in independent form including all the limitations of the base claim and any intervening claims;

claims 1, 4, 9, 10 and 18 were rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,453,162 to Gentry ("Gentry");

claims 3, 5, 7 and 21 were rejected under 35 U.S.C. §103(a) as being unpatentable over Gentry in view of U.S. Patent Application Publication No. 2003/0013434 by Rosenberg ("Rosenberg");

claim 6 was rejected under 35 U.S.C. §103(a) as being unpatentable over Gentry and Rosenberg in view of U.S. Patent No. 6,212,408 to Son ("Son"); and

claim 8 was rejected under 35 U.S.C. §103(a) as being unpatentable over Gentry in view of U.S. Patent Application Publication No. 2004/0180648 (misidentified in the Office Action as 2001/0180648) by Hymel ("Hymel").

Reply to Response to Arguments

In responding to the Applicants' arguments, the Office Action maintains the position that a --service plan--, as the term is used in the present application, is analogous to a --directory number--, as used by Gentry. However, it is respectfully submitted that while a service plan may be associated with a directory number, providing a temporary directory number as discussed in Gentry and providing a temporary service plan as disclosed and claimed in the present application are very different.

For example, for the temporary directory number of Gentry to be most useful, the subscriber has to provide the temporary directory number to individuals located in the remote area for use in calling the subscriber while the subscriber is in the remote area

(e.g., column 3, lines 14-17).

In stark contrast, in providing a temporary service plan, such as, for example, a temporary nationwide plan which temporarily replaces a local calling plan, the methods and systems of the present application provide a method for reducing costs for telecommunications services when one travels outside of one's local area without requiring the subscriber to provide a new temporary directory number to potential callers in the remote area and without having to inform potential called parties, who may rely on caller ID services to screen calls, of a new temporary directory number.

For at least the foregoing reasons, it is respectfully submitted that Gentry does not disclose, suggest or enable a method for creating a temporary service plan.

The Claims are not Anticipated

Claims 1, 4, 9, 10 and 18 were rejected under 35 U.S.C. §102(e) as being anticipated by Gentry.

However, the preamble of claim 1 recites a method for creating a temporary service plan for a subscriber of a wireless service provider when the subscriber currently has a normal service plan with the wireless service provider. In support of the assertion that Gentry disclose such a method, the Office Action directs the attention of the Applicants to column 6, lines 32-55. It is respectfully submitted that lines 32-47 of the cited portion of Gentry describe a problem associated with a subscriber, provisioned for wireless service in Cincinnati, that may be traveling to Raleigh for a week. Lines 47-55 explain that currently, in order to obtain a temporary local number for use in Raleigh, the subscriber must identify a wireless service provider in Raleigh, call the provider, determine if the provider's charge for a temporary number is acceptable and, if so, provide billing information to the provider.

It is respectfully submitted that the use of the indefinite article "a" in reference to --a wireless service provider-- indicates that the method of Gentry is not directed toward a method for creating a temporary service plan for a subscriber of a wireless service provider when the subscriber currently has a normal service plan with the wireless service provider. Instead, it is respectfully submitted that Gentry discusses a method for establishing a second directory number with some service provider and not a method for creating a temporary service plan for a subscriber of a wireless service provider when the subscriber currently has a normal service plan with the same wireless service provider.

Further in this regard, it is respectfully submitted that, the assertion of the Office Action to the contrary notwithstanding, Gentry does not disclose a method for creating a temporary service plan that includes retrieving the subscriber's normal service plan from a subscriber database. In this regard, the cited portion of Gentry, column 4, line 20 - column 5, line 20, is unrelated to a method for creating a temporary service plan, or even for assigning a temporary directory number. Instead, the cited portions of columns 4 and 5 simply explain the purpose of a home location register and outline a process that occurs when a subscriber station is powered up (column 4, line 41).

Further in this regard, it is respectfully submitted that the method for assigning a temporary directory number of Gentry is not discussed in columns 4 and 5. Instead, **the method of Gentry is discussed, for example, in column 6, line 55 - column 8, line 59**. It is respectfully submitted that this discussion of the method of Gentry for establishing a temporary directory number does not disclose or suggest that the method includes a step of retrieving the subscriber's normal service plan from the subscriber database, as were cited, for example, in **claim 1** of the present application.

It is respectfully submitted that the omission of this step from the method of Gentry supports the Applicants' assertion that Gentry does not disclose or suggest a method for creating a temporary service plan for a subscriber of a wireless service provider when the subscriber currently has a normal service plan with the wireless service provider. Since the method allegedly disclosed by Gentry is applicable to establishing a temporary directory number from any wireless provider serving the remote area (column 6, lines 55-60) and since an arbitrary wireless service provider would not have access to the subscriber's normal service plan (different than subscriber profile), it follows that the method discussed by Gentry does not include retrieving the subscriber's normal service plan from a subscriber database.

Furthermore, it is respectfully submitted that the method of Gentry does not disclose or suggest providing a change selection menu to the user in response to a request. Since the method of Gentry does not include retrieving the subscriber's normal service plan, there is no service plan to change. For this reason, it is respectfully submitted that Gentry does not disclose or suggest providing a change selection menu to the user in response to the request as recited, for example, in **claim 1** of the present application.

Additionally, even if Gentry discloses storing information related to a temporary directory number in a home location register, Gentry does not disclose storing a

temporary service plan in the subscriber database from which the subscriber's normal service plan was retrieved. An arbitrary service provider would not have access to the HLR associated with the original directory number of the subscriber of Gentry. Therefore, it is respectfully submitted that Gentry cannot disclose or suggest this step. In this regard, it is noted that element b) of **claim 1** of the present application recites retrieving the subscriber's normal service plan from a subscriber database and element e) recites storing the temporary service plan in the subscriber database.

For at least the foregoing reasons, it is respectfully submitted that **claim 1**, as well as **claims 4, 9 and 10**, which depend therefrom, is not anticipated and is not obvious in light of Gentry.

Claim 18 is related to call processing. However, in explaining the rejection of **claim 18**, the Office Action makes reference to column 6, lines 32-55, generally, and to lines 47-51, with regard to particular elements. However, it is respectfully submitted that column 6, lines 32-55, is unrelated to a method related to call processing (i.e., call routing and billing). Instead, as indicated above, lines 32-47, outline a problem allegedly addressed by Gentry. The remainder of the cited portion, lines 47-51, recite "currently, to accomplish this, the subscriber must identify a wireless service provider in Raleigh, call the provider, determine if the provider's charge for a temporary number is acceptable and, if so, provide billing information to the provider." It is respectfully submitted that nothing in column 6, lines 47-51, discloses or suggests --determining if the subscriber has a temporary service plan that is in effect with the wireless service provider-- as part of a process or method for processing a call from a mobile station in a wireless network with a wireless service provider associated with the wireless network. The cited portion of column 6 discusses an alleged method for establishing a temporary directory number and does not include --determining if the subscriber has a temporary service plan that is in effect with the wireless service provider and if a temporary service plan is effect, continuing to process the call and determine charges for the call according to the temporary service plan.

For at least the foregoing reasons, it is respectfully submitted **claim 18** is not anticipated and is not obvious in light of Gentry.

The Claims are not Obvious

Claims 3, 5, 7 and 21 were rejected under 35 U.S.C §103(a) as being unpatentable over Gentry in view of Rosenberg.

However, **claims 3, 5 and 7** ultimately depend from **claim 1** and are patentably distinct and not obvious for at least that reasons. Additionally, it is respectfully submitted that Rosenberg does not cure the deficiencies of Gentry.

Even if Rosenberg discloses systems and methods for a wireless service provider to enable a wireless device user to select a wireless service plan on a website (paragraph 15), it is respectfully submitted that even the combination of Gentry and Rosenberg does not disclose or suggest transmitting the received request to create a temporary service plan using a mobile station associated with the subscriber's normal service plan as recited in **claim 3**. For example, it is respectfully submitted that Rosenberg does not disclose or suggest both a normal service plan and a temporary service plan can be associated with a subscriber.

Regarding **claim 5**, the Office Action asserts that column 2, lines 1-12, of Gentry discloses the method as set forth in **claim 1** of the present application wherein the request from the user is via a call to one of a switching center, a peripheral device and an auxiliary component. However, it is respectfully submitted that column 2, lines 1-12, is associated with a description of a process from which Gentry teaches away. Furthermore, column 2, lines 1-12, does not disclose or suggest a user calling one of a switching center, a peripheral device and an auxiliary component. Instead, the cited portion is related to a discussion of a subscriber calling a provider to determine if the fee for the service is acceptable and, if so, provide the appropriate billing and other information to the provider. The cited portion further explains that "the wireless service provider in Chicago allocates labor resources to field this call, obtain billing information, and provision its HLR with the proper information necessary to provide the subscriber with a local phone number. This process is time consuming, it requires the subscriber to determine what companies offer wireless service in a remote location, and it requires the subscriber to contact the provider on what would be very short notice. Consequently, wireless subscribers frequently determine that this process is more trouble than it is worth." This portion of Gentry further asserts that it is apparent that it would be desirable to provide a mechanism for subscriber provisioning of wireless services.

It is respectfully submitted that nothing in column 2, lines 1-12, of Gentry discloses or suggests a request from a user is via a call to one of a switching center, a peripheral device and an auxiliary component. Moreover, paragraphs 51-53 of Rosenberg introduce a method wherein wireless services are allegedly "automatically

activated in wireless device 38.” It is respectfully submitted that the cited paragraphs do not discuss the telephone device 30e of FIG. 1. Moreover, paragraphs 51-53 of Rosenberg do not disclose or suggest a request from a user is via a call. Instead, it is respectfully submitted paragraphs 51-53 are related to some automatic process (i.e., not involving a call from a subscriber). Since Gentry teaches a way from the cited subject matter and since the cited portion of Rosenberg is unrelated to a call, it is respectfully submitted that a) there is no motivation in the art to combine these portions of Gentry and Rosenberg and that b) such a combination would not arrive at the subject matter of **claim 5**.

For at least the foregoing additional reasons, the Office has not met its burden of establishing a *prima facie* case of obviousness and **claims 3 and 5**, as well as **claim 7**, which depends from **claim 5**, are not anticipated and are not obvious in light of Gentry and Rosenberg.

Regarding **claim 21**, the Office Action stipulates that Gentry does not show establishing a temporary service plan in association with the same directory number. In this regard, the Office Action relies on paragraphs 9, 18 and 19 of Rosenberg. However, neither Gentry nor Rosenberg nor the combination of Gentry and Rosenberg discloses or suggests two service plans associated with the same directory number as recited in **claim 21**. Even if paragraph 9 of Rosenberg includes the assertion that users may add or change a service plan at any time after purchase, nothing in that assertion discloses or suggests a normal and temporary service plan associated with the same directory number. In regard to the phrase --in association with the same directory number--, the Office Action directs the attention of the Applicants to paragraphs 18 and 19. However, it is respectfully submitted that paragraphs 18 and 19 do not refer to the phrase --directory number-- or include any phrase having a similar meaning. Moreover, paragraphs 18 and 19 do not disclose or suggest a normal service plan and a temporary service plan being associated with the same directory number. Clarification is respectfully requested.

Additionally, the Office Action relies on column 3, lines 1-18, and column 6, lines 32-55, of Gentry for disclosure of associating a temporary plan expiration time or date with a temporary service plan and billing calls according to the temporary service plan if the current time is within a range associated with the temporary service plan start time and/or date and the temporary plan expiration time and/or date. However, it is respectfully submitted that column 3, lines 1-18, are related to a user using a web

browser to enter relevant information for establishing a temporary directory number and for recording this temporary local number and providing the telephone number to individuals located in the remote area for use while the subscriber is in the remote area.

Column 6, lines 32-55, has been summarized above and describes a problem and a solution from which Gentry teaches away “because this process is time consuming, and locating and identifying a wireless provider that offers this service at a cost the subscriber finds acceptable is difficult, subscribers rarely go through this process. Instead, they pay long distance toll charges” (column 6, lines 51-55).

It is respectfully submitted that the combination of Gentry and Rosenberg does not disclose or suggest billing calls according to the temporary service plan if a current time is within a range associated with the temporary plan, start time and/or date and the temporary plan expiration time and/or date and billing calls according to the normal plan the current time is outside the range associated with the temporary plan start time and/or date and the temporary plan expiration time and/or date. Instead, it is respectfully submitted, Gentry discloses establishing a temporary directory number. This implies that calls are billed according to the directory number associated with the call. It is respectfully submitted that if a call is placed to the temporary directory number of Gentry during a time when the temporary directory number of Gentry is not active, such a call would not be completed. However, this is supposition since Gentry does not fully enable even the method of Gentry and does not disclose such call processing details regarding the temporary directory number or in an environment where the temporary directory number is possible. Additionally, arguments similar to those submitted in support of **claims 1 and 18** are submitted in support of **claim 21**.

For at least the foregoing reasons, the Office has not met its burden of presenting a case of *prima facie* obviousness and independent **claim 21** is not anticipated and is not obvious in light of Gentry and Rosenberg.

Claim 6 was rejected under 35 U.S.C §103(a) as being unpatentable over Gentry and Rosenberg in view of Son.

However, **claim 6** depends from **claim 1** and is patentably distinct and not obvious for at least that reason. Additionally, Son does not cure the deficiencies of Gentry and Rosenberg. Even if Son discloses an interactive audio menu portion, Son does not disclose or suggest an interactive audio portion of a **change selection menu** or establishing a temporary service plan.

For at least the foregoing reasons, the Office has not met its burden of

presenting a case of *prima facie* obviousness and **claim 6** is not obvious in view of Gentry, Rosenberg and Son.

Claim 8 was rejected under 35 U.S.C §103(a) as being unpatentable over Gentry in view of Hymel.

In explaining the rejection of **claim 8**, the Office Action relies on Hymel for disclosure of wherein the change selection menu provided to the user includes a portion for selection between a nationwide plan and a local plan and directs the attention of the Applicants to paragraph 29 of Hymel in support of the assertion. However, it is respectfully submitted that Hymel discusses a system whereby, for example, a parent's or employer's phone is a master phone and a child's or employee's phone is a subordinate phone in that the child's or employee's phone includes service restrictions designated by the parent's or employer's phone. If the child or employee has used his or her allocated minutes, the child's or employee's phone sends a message to the parent's or employer's phone asking permission for additional time, etc. For example, the parent's phone can designate that the child's phone can only call 911 and the parent's phone or can allow more liberal phone usage. It is respectfully submitted that paragraph 29 discusses a menu for formulating, at such a subordinate phone, a request for permission to use the subordinate phone or for an allocation of permitted services. It is respectfully submitted that paragraph 29 does not disclose or suggest a change selection menu that includes a portion for selection between a **nationwide plan** and a **local plan** as recited, for example, in **claim 8** of the present application. Instead, the request discussed in paragraph 29 of Hymel is a request directed to a master phone of a parent or employer from a subordinate phone of a child or employee for an allocation of time or services from within an existing plan.

For at least the foregoing additional reasons, the Office has not met its burden of presenting a case of *prima facie* obviousness and **claim 8** is not anticipated and is not obvious in light of Gentry and Hymel taken alone or in any combination.

Telephone Interview

In the interests of advancing this application to issue the Applicant(s) respectfully request that the Examiner telephone the undersigned to discuss the foregoing or any suggestions that the Examiner may have to place the case in condition for allowance.

CONCLUSION

Claims 1-21 remain in the application. For at least the foregoing reasons, the application is in condition for allowance. Accordingly, an early indication thereof is respectfully requested.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP

August 25, 2006

Date

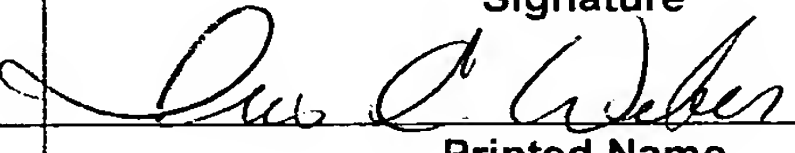


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